

FILED  
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Alicia L. Lerud  
Clerk of the Court  
Transaction # 8606603 : csulezic

## DISTRICT COURT CIVIL COVER SHEET

WASHOE County, Nevada

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): JENNYLYNN ADAMWICZ c/o TANNER CHURCHILL ANDERSON 4001 MEADOWS LANE LAS VEGAS, NV 89107	Defendant(s) (name/address/phone): REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY; KEOLIS TRANSIT SERVICES, LLC
Attorney (name/address/phone): DAVID A. TANNER, ESQ. TANNER CHURCHILL ANDERSON 4001 MEADOWS LANE LAS VEGAS, NV 89107	Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer (UD) <input type="checkbox"/> Other Landlord/Tenant (LT) <input type="checkbox"/> Title to Property <input type="checkbox"/> Judicial Foreclosure (FC) <input type="checkbox"/> Other Title to Property (OT) <input type="checkbox"/> Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain (CD) <input type="checkbox"/> Other Real Property (RO)	<b>Negligence</b> <input checked="" type="checkbox"/> Auto (VP) <input type="checkbox"/> Premises Liability (SF) <input type="checkbox"/> Other Negligence (NO) <b>Malpractice</b> <input type="checkbox"/> Medical/Dental (MD) <input type="checkbox"/> Legal (LG) <input type="checkbox"/> Accounting (AG) <input type="checkbox"/> Other Malpractice (MG)	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability (PL) <input type="checkbox"/> Intentional Misconduct (IM) <input type="checkbox"/> Employment Tort (WT) <input type="checkbox"/> Insurance Tort (IN) <input type="checkbox"/> Other Tort (TO)
<b>Probate</b> <b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration (SU) <input type="checkbox"/> General Administration (FA) <input type="checkbox"/> Special Administration (SL) <input type="checkbox"/> Set Aside (SE) <input type="checkbox"/> Trust/Conservatorship (TN) <input type="checkbox"/> Other Probate (OP) <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 (CQ) <input type="checkbox"/> Other Construction Defect (CF) <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code (UN) <input type="checkbox"/> Building and Construction (BC) <input type="checkbox"/> Insurance Carrier (BF) <input type="checkbox"/> Commercial Instrument (CI) <input type="checkbox"/> Collection of Accounts (CT) <input type="checkbox"/> Employment Contract (EC) <input type="checkbox"/> Other Contract (CO)	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case (FO) <input type="checkbox"/> Petition to Seal Records (PS) <input type="checkbox"/> Mental Competency (MT) <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle (DM) <input type="checkbox"/> Worker's Compensation (SI) <input type="checkbox"/> Other Nevada State Agency (ON) <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court (CA) <input type="checkbox"/> Other Judicial Review/Appeal (AO)
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus (HB) <input type="checkbox"/> Writ of Mandamus (WM) <input type="checkbox"/> Writ of Quo Warrant (WQ)	<input type="checkbox"/> Writ of Prohibition (WP) <input type="checkbox"/> Other Civil Writ (WO)	<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim (CM) <input type="checkbox"/> Foreign Judgment (FJ) <input type="checkbox"/> Other Civil Matters (GC)

Business Court filings should be filed using the Business Court civil coversheet.

8/6/21  
Date

Signature of initiating party or representative

**COMP**

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*Attorneys for Plaintiff*

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

JENNYLYNN ADAMWICZ, an individual,

Plaintiff,

vs.

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY, a  
Nevada entity; KEOLIS TRANSIT  
SERVICES, LLC, a foreign corporation;  
DOES I through X; and ROE ENTITIES I  
through X,

Defendants.

CASE NO.

DEPT. NO.

**COMPLAINT**

COMES NOW, Plaintiff, JENNYLYNN ADAMWICZ, by and through her attorney,  
David A. Tanner, Esq. of the Tanner Churchill Anderson Law Firm, and complain and allege  
against Defendants, and each of them, as follows:

...

...

**THE PARTIES**

1  
2       1.     This Court has jurisdiction over this matter under NRS 14.065 and NRS  
3 4.370(1), as the facts alleged occurred in Washoe County, Nevada and involve an amount in  
4 controversy in excess of \$15,000.00. Venue is proper pursuant to NRS 13.040, as Defendant, or  
5 any one of them resided in Washoe County, Nevada at the commencement of this action.

6       2.     At all times relevant hereto, Plaintiff, JENNYLYNN ADAMWICZ  
7 ("Jennylynn"), is and was a resident of El Dorado County, California.

8       3.     Plaintiff believes that at all times relevant hereto, Defendant, REGIONAL  
9 TRANSPORTATION COMMISSION OF WASHOE COUNTY ("RTC") is and was a Nevada  
10 entity and was licensed to and conducting business in Washoe County, Nevada.

11       4.     Plaintiff believes that at all times relevant hereto, Defendant, KEOLIS TRANSIT  
12 SERVICES, LLC ("KEOLIS") is and was a foreign corporation and was licensed to and  
13 conducting business in Washoe County, Nevada.

14       5.     Plaintiff believes that RTC owned and maintained the busses operating in  
15 Washoe County, Nevada.

16       6.     Plaintiff believes that RTC contracted with KEOLIS TRANSIT SERVICES,  
17 LLC to operate, maintain, and manage the busses operating in Clark County.

18       7.     The true names and capacities, whether individual, corporate, associate, or  
19 otherwise of Defendant Does I through X and Roe Corporations I through X are unknown to  
20 Plaintiff at this time, who therefore sue said Defendant by such fictitious names. Plaintiff is  
21 informed and believes and therefore alleges that the Defendant designated as Does and Roe  
22 Corporations are responsible in some manner for the events and happenings referred to as  
23 alleged herein. Plaintiff is informed and believes that Does I through X and Roe Corporations I  
24 through X are the employers, employees, masters, servants, or agents of each other and were  
25 acting in the capacity of their employment or agency. Plaintiff believes that they were driving or  
26 operating the bus carrying Plaintiff. Plaintiff further believes and alleges that the Doe and Roe  
27 defendants allowed or authorized the vehicle involved to be used by the operators of those  
28 vehicles, or otherwise trained, oversaw, hired, or supervised the operators of the vehicles.

1 Plaintiff further believes and alleges that the unknown Defendants were in some other way  
 2 involved in the subject incident. Plaintiff believes they were responsible to hire, train, or  
 3 supervise the driver. An additional description of some of the possible Doe or Roe Defendants  
 4 is set forth later in this Complaint. Plaintiff will seek leave of the Court to amend this Complaint  
 5 to insert the true names and capacities of Does I through X and Roe Corporations I through X  
 6 when the same have been ascertained and to join such Defendants in this action.

#### 7 GENERAL ALLEGATIONS

8 8. On or about September 6, 2019, Plaintiff, Jennylynn Adamwicz ("Jennylynn")  
 9 was a passenger on Bus No. 611 owned, operated, and maintained by the Defendants, RTC, and  
 10 KEOLIS TRANSIT SERVICES, LLC.

11 9. At the time, Jennylynn was a passenger on the RTC Bus No. 611 being driven by  
 12 an unknown driver.

13 10. Plaintiff believes that the unknown driver was an employee or agent of RTC, or  
 14 KEOLIS TRANSIT SERVICES, LLC and was driving Bus No. 611 at the time Jennylynn was  
 15 a passenger on that bus.

16 11. Plaintiff entered the RTC Bus No. 611 on a wheelchair.

17 12. Before proceeding, the unknown driver is to lock the wheelchair in place.

18 13. The unknown driver did not help Jennylynn secure her wheelchair.

19 14. Therefore, Jennylynn had to secure the wheelchair herself.

20 15. Jennylynn tried lifting the wheelchair in place because the unknown driver  
 21 refused to help.

22 16. In doing so, Jennylynn injured herself.

23 17. Plaintiff believes that her injury was the fault of the operator of Bus No. 611.

24 18. Plaintiff believes that the unknown driver of Bus No. 611 failed to pay  
 25 appropriate attention, failed to keep a proper lookout, failed to secure the wheelchair, thus  
 26 causing injuries to Plaintiff.



1           19. When the unknown driver of Bus No. 611 negligently and recklessly failed to  
2 pay appropriate attention, failed to keep a proper lookout, failed to secure the wheelchair in  
3 place, the Plaintiff was injured.

4           20. Plaintiff believes that at all times relevant herein, the Defendants and each of  
5 them were the employees or agents of the other Defendants and were acting in the course and  
6 scope of their employment or agency.

7                                   **FIRST CAUSE OF ACTION**  
8                                   **(Negligence)**

9           21. Plaintiff hereby incorporates the allegations set forth above in paragraphs 1  
10 through 20 as though fully set forth herein.

11           22. Defendants had a duty to operate their vehicles in a safe manner which includes,  
12 but is not limited to, paying appropriate attention, keeping a proper lookout, making sure all  
13 passengers are safely seated, and securing any items such as a wheelchair.

14           23. Defendants breached these duties. Defendants' breach of these duties  
15 proximately caused harm to Plaintiff.

16           24. As a result of Defendants' conduct, Plaintiff has suffered damages, and she is  
17 entitled to damages in excess of \$15,000.00.

18           25. As a result of Defendants' conduct, as set forth herein, Plaintiff has been  
19 required to retain the services of an attorney, and, as a direct, natural, and foreseeable  
20 consequence thereof, has been damaged thereby, and is entitled to reasonable attorneys' fees  
21 and costs.

22                                   **SECOND CAUSE OF ACTION**  
23                                   **(Negligence Per Se)**

24           26. Plaintiff hereby incorporates the allegations set forth above in paragraphs 1  
25 through 25 as though fully set forth herein.

26           27. At all times mentioned herein, there were in force statutes, ordinances, and  
27 regulations prohibiting the conduct exhibited by Defendants.  
28

1           28. That Plaintiff was a member of the class of persons for whose protection said  
2 statutes, ordinances, and regulations were enacted or promulgated.

3           29. That Plaintiff's injuries were the type which said statutes, ordinances, and  
4 regulations were intended to prevent.

5           30. As a result of Defendants' conduct, Plaintiff has suffered damages, and she is  
6 entitled to damages in excess of \$15,000.00.

7           31. As a result of Defendants' conduct, as set forth herein, Plaintiff has been  
8 required to retain the services of an attorney, and, as a direct, natural, and foreseeable  
9 consequence thereof, has been damaged thereby, and is entitled to reasonable attorneys' fees  
10 and costs.

11                           **THIRD CAUSE OF ACTION**  
12                           **(Negligent Hiring, Training, and Supervision)**

13           32. Plaintiff hereby incorporates the allegations set forth above in paragraphs 1  
14 through 39 as though fully set forth herein.

15           33. RTC and KEOLIS TRANSIT SERVICES, LLC had a duty to hire competent  
16 persons, properly train them for tasks they would perform, and supervise them in the  
17 performance of those tasks.

18           34. Upon information and belief, RTC and KEOLIS TRANSIT SERVICES, LLC  
19 breached their duty in the hiring, training, and supervision of its employees, including the  
20 unknown driver of the Bus No. 611.

21           35. As a result of Defendants' conduct, Plaintiff has suffered damages, and she is  
22 entitled to damages in excess of \$15,000.00.

23           36. As a result of Defendants' conduct, as set forth herein, Plaintiff has been required  
24 to retain the services of an attorney, and, as a direct, natural, and foreseeable consequence  
25 thereof, has been damages thereby, and is entitled to reasonable attorneys' fees and costs.  
26  
27  
28

**FOURTH CAUSE OF ACTION**  
**(Respondent Superior/Vicarious Liability)**

37. Plaintiff hereby incorporates the allegations set forth above in paragraphs 1 through 42 as though fully set forth herein.

38. At all times relevant herein, the unknown driver of the bus was an employee or agent of RTC or KEOLIS TRANSIT SERVICES, LLC and was acting within the course and scope of his employment.

39. Accordingly, RTC or KEOLIS TRANSIT SERVICES, LLC are vicariously liable for the damages caused by the actions and negligence of the driver of the Bus No. 611.

40. As a result of Defendants' conduct, Plaintiff has suffered damages, and she is entitled to damages in excess of \$15,000.00.

41. As a result of Defendants' conduct, as set forth herein, Plaintiff has been required to retain the services of an attorney, and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled to reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendants as follows:

1. General damages in an amount in excess of \$15,000.00;
2. Special damages in an amount in excess of \$15,000.00;
3. Costs of suit and attorneys' fees;
4. For judgment for interest; and
5. For such other and further relief as this Court deems just and proper.

**AFFIRMATION**

**(NRS 239B.030)**

The undersigned does hereby affirm that the preceding document filed in the Second Judicial District of the State of Nevada in and for the County of Washoe does not contain any personal information.

DATED this 6 date of August, 2021.

By: 

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